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January 4, 2007

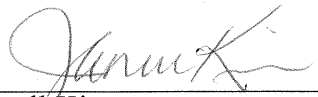
MEMORANDUM

TO WHOM IT MAY CONCERN

FROM: Janell Kim, Financial Services Administrator

SUBJECT: ADDENDUM NO. 1  
JUD RFP NO. J07117  
TO PROVIDE SUN SOLARIS SYSTEM ADMINISTRATION, ETC. TO  
THE JUDICIARY, STATE OF HAWAII

Transmitted herewith is one copy of Addendum No. 1 for your review. Should you have any questions regarding technical aspects of this Addendum, please call Debbie Yee of the Judiciary Information Technology and Communications Division at (808) 538-5369, email [debbie.g.yee@courts.state.hi.us](mailto:debbie.g.yee@courts.state.hi.us) ; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us).

  
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Janell Kim

JK/JW:jw

Transmittal

THE JUDICIARY, STATE OF HAWAII  
JUD RFP NO. J07117

TO PROVIDE SUN SOLARIS SYSTEM ADMINISTRATION, WINDOWS SERVERS  
SYSTEM ADMINISTRATION AND ORACLE DATABASE ADMINISTRATION:  
CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, AND  
MONITORING SERVICES TO THE JUDICIARY, STATE OF HAWAII

ADDENDUM NO. 1

January 4, 2007

Based primarily on written questions submitted, the items listed hereafter are made a part of JUD RFP NO J07117 for the above project and shall govern the work taking precedence over previously issued Specifications governing the items mentioned.

**A. Modifications of SECTION THREE - SPECIAL PROVISIONS**

1. **Section 3.12 entitled "INVOICING", on page 10 of the RFP is amended and shall read as follows:**

**"3.12 INVOICING**

Contractor shall submit on a monthly basis, an original and three copies of their invoice for services rendered during the billing period to the Fiscal office at the address listed below. Contractor's invoice shall detail the major tasks completed and the number of hours spent on performing those tasks, multiplied by the contracted unit rate. Hawaii General Excise tax may be added on a separate line.

The Judiciary, State of Hawaii  
Office of the Administrative Director  
Administration Fiscal Office  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813."

**B. Modifications of SECTION FIVE - OFFER FORM**

Please replace Page OF-3- with the corrected Page OF-3- which is attached to this addendum.

Section 5.2 entitled "PRICE QUOTE" has been amended to include **Judiciary's Estimate of Labor Hours Per Twelve (12) Month Period**, to which Offeror shall indicate its proposed **Unit Cost** (tax excluded). The Hawaii General Excise Tax shall be calculated in the separate **Tax** line, and summed into the **Grand Total** line.

**C. The following Questions were submitted by interested Contractors and appropriate Responses are provided in accordance with this RFP.**

**Q1) Section 2.1.5:**

**Q1a. As the Judiciary is expecting the Contractor to work onsite for at least 60% of the business day, what tasks are to be addressed during that time?**

R1a. There are a myriad of daily tasks to be performed, not the least of which includes, but is not limited to monitoring to ensure all processes, services and daemons are operational throughout the day, monitoring disk space usage, monitoring cpu usage, and aiding ITCD staff in troubleshooting and problem resolution. Additionally, there are many 'best practices' that need to be evaluated and instituted on all servers and databases, as well as planning, testing, scheduling and implementing software and hardware fixes and upgrades as applicable. Aside from 'tasks' there will also be 'mentoring' whereby the Contractor will be expected to ensure that ITCD staff fully understands the various systems' and the database's concepts and nuances.

**Q1b. Is the 60% of the business day a minimum coverage to be literally interpreted as 60% of the entire 12-month support period, i.e. based on 2048 hours per year, a minimum of 1,229 hours on-site? Can the Contractor assume to use 2048 man-hours as a base for the quotation?**

R1b. Note that the Contractor is expected to be available to the Judiciary 100% of the work day, however, consideration was given to allow the Contractor whatever time the Contractor might need to perform research and consultation back at his corporate offices. Hence the 'at least 60%' onsite requirement.

In answer to the bidder's question, it should be 100% of the entire 12-month period, and include any off-shift hour work that might occur due to any problem determination and resolution, or scheduled implementation of fixes or upgrades.

**Q2) Section 2.1.6:**

**Q2a. Does the Judiciary have direct technical support with their product vendors (i.e. Oracle, Sun, HP, etc.)? If so, is that coverage 24x7? What type of coverage and Service Level Agreements (SLAs) are provided by existing hardware or software warranties and/or maintenance contracts (Sun, HP, Oracle, Symantec, Crystal, etc.) and how would that coverage be invoked under the new contract?**

R2a. The Judiciary's direct technical support with their product vendors is a little uncertain at this time. There is a mix of direct technical support on some of its products and indirect technical support on others. Coverage is equally mixed. The Judiciary has asked for clarification from its JIMS contractor and hopes to receive response.

However, in any case, it is expected that the ITCD staff will be the point of contact between the Contractor and the product vendor.

**Q2b. In the event of an emergency both during business and off-shift hours, when would the Judiciary utilize their direct vendor technical support (i.e. Oracle, Sun, etc)? Who would initiate the call?**

R2b. If the Judiciary were allowed direct vendor technical support, then the Judiciary would exercise that ability and contact the vendor technical support directly. It is expected that the ITCD staff would initiate the call but would expect the Contractor to provide support by either advising the ITCD staff, or in the event that the resolution of the problem would best be served by the Contractor's intervention/participation, then the ITCD staff will ask for the Contractor's intervention/participation. In any event, it is expected that knowledge will be transferred back to the ITCD staff to increase the ITCD staff's experience and expertise.

**Q2c. Under the RFP requirements, would the Contractor be responsible for acting as the primary point of contact for all product vendors as well as provide phone/on-site assistance directly to the Judiciary? For after hours support issues, would the Judiciary staff contact the Contractor first and rely upon the Contractor to call the appropriate vendor, or would Judiciary contact the vendor directly, then escalate to the Contractor?**

R2c. ITCD staff will be the primary point of contact for all product vendors. However, depending upon the complexity of the problem and the ITCD staff's level of expertise in dealing with the problem, it is possible that ITCD staff may ask that the product vendor work directly with the Contractor. The Contractor will be expected to document the process and work with the ITCD staff to ensure that the ITCD staff gains knowledge of the process and resolution.

The Contractor will be expected to provide phone/on-site assistance to ITCD staff to help isolate the cause of the problem and to provide advice on how best to proceed to resolve the problem. The Contractor may also be asked to work with ITCD staff in implementing the resolution to the problem.

Problems which occur after hours will be handled on a case-by-case basis. Depending upon the complexity of the problem and the expertise of the ITCD staff, the Contractor may or may not be contacted. If the Contractor is contacted, it is expected that the Contractor will assist the ITCD staff in problem determination, provide advice on how best to proceed to resolve the problem, and if the problem can be resolved without vendor intervention and the ITCD staff lacked the expertise to implement the solution on their own, it is expected that the Contractor will work with the ITCD staff in implementing the solution.

**Q2d. In the event that the Contractor was called out for off-hours emergency services, is the Judiciary open to consider an established minimum charged based upon an agreed upon minimum number of hours for off-hours services?**

R2d. The Judiciary acknowledges that it is difficult to predict the frequency and length of time to resolve a problem. However, Judiciary prefers not to establish a minimum charge for off-hour services. Judiciary has therefore provided in its amendment, time estimates upon which the Contractor can base their response.

**Q2e. With regard to the response times indicated in sections 2.1.6a & 2.1.6c, will the Judiciary consider differentiating between hardware and software issues, or do the response times hold for any type of problem?**

R2e. The response times will hold for any type of problem. Note that the response time is not related to problem determination or resolution; response time is the time in which the Contractor will call back the ITCD staff or physically report onsite. The time it takes to work with ITCD staff to determine the cause of the problem and determine resolution is not a part of the response time limit.

**Q3) Section 2.1.7:**

**Q3a. With regard to assistance to be provided with installation, configuration, administration, maintenance, and monitoring of any new equipment, can the Judiciary provide any clarification or limitations regarding the type of equipment referred to? For example, does this also include UPSs and/or generator connections, data center racks, etc.?**

R3a. Type of equipment will include any equipment related to the JIMS Server Infrastructure. However, focus will be on the equipment listed in Section 2.1.2.

**Q3b. Will this expectation hold if at some point new equipment might be selected by the Judiciary for connection to the server infrastructure with which the Contractor has limited or no experience?**

R3b. This expectation will only hold for existing equipment, focus on the equipment listed in Section 2.1.2, and any additional equipment that the Judiciary acquires and that the Contractor might already have experience. However, it is hoped that the Contractor will make every effort to keep abreast of the Judiciary's acquisitions. **The Judiciary intends on seeking the input of Contractor or, at the very least, informing Contractor of acquisitions related to the JIMS Server Infrastructure.**

**Q4) Section 3.4.5:**

**Q4a. With regard to Tax Liability and the increase in Hawaii General Excise Tax scheduled to go into effect on January 1, 2007, can the Judiciary confirm the maximum allowable rate that a fully tax-liable vendor may use in calculating the applicable GET for the proposal? In other words, in the same manner that 4.166% is typically used to calculate the current 4% rate, is 4.712% an acceptable rate to calculate the new 4.5% GET?**

R4a. Yes, per the State DOTAX, 4.712% is an acceptable maximum allowable rate eff. 1/1/07. See DOTAX FAQ's at [http://www.hawaii.gov/tax/a2\\_b2\\_7csurchg.htm](http://www.hawaii.gov/tax/a2_b2_7csurchg.htm) .

**Q5) Section 5.2:**

**Q5a. The price quote form as given in the RFP allows for only one rate. Would the Judiciary consider more than one rate B one for Business Hours and one for Off-shift Hours or Emergency Call-Out Hours?**

R5a. The Judiciary appreciates the bidder's suggestion and as such has amended Section 5.2 accordingly. There are now columns for normal shift hours and off-shift hours with fixed hours upon which the bidder can bid his cost. Note that these are estimated hours and as such, will be used primarily to provide an equal measure for cost amongst bidders. Please see corrected Page OF-3- attached to this addendum.

**Q5b. To ensure that the Judiciary will be effective in evaluating various vendor proposals, we would recommend that the Judiciary establish a fixed Quantity (A) of hours to be bid upon.**

R5b. Please see corrected Page OF-3- attached to this addendum. There are now fixed hours upon which the Contractor can base its cost.

**Q5c. Due to the expected allocation of resources necessary to fulfill the obligations described in the RFP, would the Judiciary consider monthly minimums for chargeable services during the term of this contract?**

R5c. Please see corrected Page OF-3- attached to this addendum. This should alleviate the need for monthly minimums.

## 5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for Sun Solaris System Administration, Windows Server System Administration, Oracle Database Administration: Consultation, Installation, Configuration, Maintenance, and Monitoring.

- |    |             |                        |              |
|----|-------------|------------------------|--------------|
| 1. | Section 4.1 | Technical Capabilities | (100 Points) |
| 2. | Section 4.2 | Added Value            | (50 Points)  |
| 3. | Section 4.3 | Management of Contract | (50 Points)  |

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding designated confidential data.)

## 5.2 PRICE QUOTE:

The following offer is hereby submitted for Sun Solaris System Administration, Windows Server System Administration, Oracle Database Administration: Consultation, Installation, Configuration, Maintenance, and Monitoring.

- |    |             |            |              |
|----|-------------|------------|--------------|
| 4. | Section 4.4 | Total Cost | (100 Points) |
|----|-------------|------------|--------------|

**Cost of Judiciary's Estimate of Labor Hours Per Twelve (12) Month Period. Consultant Hourly Rate shall include all applicable costs; Taxes shall be on the separate line and summed into the Grand total.**

Description		(A) Quantity	(B) Unit Cost	(C) Total Cost (A x B)
Consultant Hourly Rate	Normal Work Hours	2048 hours	\$	\$
	Off-Shift Work Hours	480 hours	\$	\$
	Consultant Hourly Rate TOTAL			\$
Tax *				\$
Grand Total **				\$

\* Tax - acceptable maximum allowable Hawaii General Excise Tax effective January 1, 2007

\*\* Grand Total should agree with the Total Price specified on page OF-1 and shall include all applicable taxes.